

SERIAL 05191 S LEGAL PUBLISHING AND ADVERTISING

DATE OF LAST REVISION: February 23, 2006 CONTRACT END DATE: February 28, 2007

CONTRACT PERIOD THROUGH FEBRUARY 28, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LEGAL PUBLISHING AND ADVERTISING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 23, 2006.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
 Fran McCarroll, Clerk of the Board
 Dave Browning, Treasurer's Office
 Mirheta Muslic, Materials Management

(Please remove Serial 04198-S from your contract notebooks)

INVITATION FOR BID FOR: LEGAL PUBLISHING AND ADVERTISING

1.0 INTENT:

The intent of this Invitation for Bid is to award a requirements contract for Legal Publication of public notices and Advertising for Maricopa County. This Contract will be for a one (1) year period from date of award.

2.0 SPECIFICATIONS:

2.1 Technical Requirements.

- 2.1.1 Printing and publishing all advertising notices requiring publication such as election proclamations, proceedings of the Board of Supervisors, resolutions, summons, notices of sale, delinquent tax lists, special notices, call for bids, bids for construction and equipment, and the publishing of all matters as required to be published by the Board of Supervisors under the laws of the State of Arizona.
- 2.1.2 The term "Newspaper" shall mean a newspaper printed and published in Maricopa County, State of Arizona, which for at least one (1) year, has been admitted to the United States Mail as second class matter, as set forth and meeting the requirements of Arizona Revised Statutes, Sections §§11-255, 39-202, 39-203, 39-204, 39-205 and 39-221.
- 2.1.3 The term "Printing" shall mean reproducing in newspaper-form and style, any legal publication or advertisement requiring public notice.
- 2.1.4 The term "Publishing" shall mean the production and distribution by a newspaper containing Legal Publication and Advertising requiring notice to the general public by the County Board of Supervisors within Maricopa County.
- 2.1.5 **Each Respondent shall file with their bid, an affidavit showing that their newspaper has been established and published within Maricopa County, State of Arizona, for a period of at least one (1) year prior to the filing of such affidavit and has been admitted to the United States mail as second-class matter for at least one (1) year.**
- 2.1.6 Respondents shall state day of week of publication, press time deadline and the number of hours prior to press time copy will be accepted with and without notice. Copy for Legal Publication and Advertising for the Board of Supervisors shall be picked up by the Contractor. Copy for the tentative annual budget will be available by 12:00 noon on the Tuesday prior to the first week of publication.
- 2.1.7 The size of type shall be not less than five (5) or more than six (6) point type, set solid (no leading). This is to apply whether letterpress, offset, computer tape or disc format is used. The variance in type size shall not be greater than 5% over or under the specified size range. **Continuous wrap for text must be applied in all publication and advertising matter, unless otherwise specified.**
- 2.1.8 The minutes of the Board of Supervisors, the tentative annual budget and other Legal Publication and Advertising will be furnished to Contractor in hard copy. The delinquent tax rolls and the warrant register will be furnished, camera-ready, from computer print-out. If available, any or all of the above may be furnished the Contractor via a computer tape or disc. All programming costs associated with computer tape or disc reproduction shall be borne by the Contractor.
- 2.1.9 It shall be the Contractor's responsibility to secure computer media (tapes) or other required information directly from the appropriate County department.

- 2.1.10 The proper formatting of computer media shall be the responsibility and cost of the Contractor. Most County departments are standardized on WORD 6.0 Software and IBM Compatible Computers.
- 2.1.11 Pick up points generally shall be the County Downtown Administration Complex, Office of the Clerk of the Board and Office of the Clerk of the Court, Monday through Friday, by 3:30 p.m. **Pick-ups may be required from other County departments located within Maricopa County.**
- 2.1.12 Pick-ups scheduled for holidays shall be scheduled for the next County business day. When lengthy material is picked up by the Contractor, the Contractor shall review the material to ensure it is complete. It is required that the County is notified immediately by the Contractor of any problems with copy.
- 2.1.13 The Contractor shall furnish to the using County department, without additional cost, to Maricopa County, an affidavit of publication, within 10 days of publication, covering each legal publication or advertisement published. **In addition, ARS §11-217 requires that "Each newspaper that publishes the minutes of the Board shall supply to the public libraries in each city, town and county a copy of the published minutes and shall make minutes for the prior three month period available for use by the public on an on-line computer information service at no expense to the county."** Contractor shall supply their Internet address in their response to this bid.
- 2.1.14 Bids submitted shall be on a per column inch basis, unless otherwise specified.
- 2.1.15 A separate price per column inch shall be bid for advertisements which are to be printed and published display advertising style, in larger than 10 point type.
- 2.1.16 Respondents shall also indicate a % of discount from their base bid which would be applicable if the County would provide either camera ready copy, computer tape or disc format.
- 2.1.17 Bids are desired on the price for the first insertion of each advertisement, and a separate price for each subsequent publication of the same advertisement, where there is a requirement for multiple publications in subsequent issues of the newspaper.
- 2.1.18 Excerpts of typical legal information to be published are attached as EXHIBIT 2 through EXHIBIT 6. For comparison of bids, Respondents shall state the cost of the attached excerpts based on the charge per column inch submitted. **Each Respondent shall reproduce these in paragraph/column form showing the type and style that will be used in printing and publishing if the Respondent is awarded this Contract. These reproductions shall be included with Respondent's bid.**
- 2.2 ACCEPTANCE:
 - 2.2.1 Services shall be determined to have been properly completed upon receipt and approval by the using County department of Contractor's affidavit of publication. Upon successful completion of the services, payment will be authorized. .
 - 2.2.2 If any of the services do not conform to these Technical Requirements, County may require the Contractor to perform the services again in conformity with these Technical Requirements, at no additional cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 2.2.2.1 Require the Contractor to take necessary action to ensure that future performance conforms to these Technical Requirements; and
 - 2.2.2.2 Reduce the Contract price to reflect the reduced value of the services performed.

2.2.3 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with these Technical Requirements, County may:

2.2.3.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

2.2.3.2 Terminate the Contract for default.

2.3 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in these Technical Requirements. County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.4 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bid is for awarding a Firm Fixed-Price Requirements Contract to cover a one (1) year period.

3.2 PRICE ADJUSTMENT:

Requests for reasonable price adjustments, if any, must be submitted sixty (60) days prior to the Contract anniversary date, beginning with Year Two of the Contract. Requests for adjustment in cost of service-related labor, copyright, licensing and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.3 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.3.1 Compliance with specifications;

3.3.2 Price; and

3.3.3 Determination of Contractor responsibility.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating

to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.4.2 Insurance Requirements.

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.4.3 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.4.4 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.4.5 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.4.6 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.4.7 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.4.8 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 REQUIREMENT OF CONTRACT BOND:

Within 10 days of award of the Contract, the Contractor shall furnish the Contracting Agency a Performance Bond (bond) in the amount of \$5,000, which shall become binding upon the award of the Contract to the Contractor.

Such bond shall be conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

Such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. Such bond shall not be executed by an individual surety or sureties. Such bond shall be made payable and acceptable to the Contracting Agency. Such bond shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and such bond shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the County's intent to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the County's intent to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

David M. LaFond, Procurement Officer, 602-506-3248
(lafond@maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) copy, plus two (2) electronic copies on CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **An owner, partner or corporate official who has been authorized to make such commitments must sign Respondent's bid.**

ARIZONA BUSINESS GAZETTE, PO BOX 194, 200 E. VAN BUREN STREET, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

1.0 PRICING:

ITEM DESCRIPTION		PRICE
1.1 Legal Advertising, Per Column Inch		
1.1.1 First Insertion		<u>\$0.325</u>
(Based on \$.025_ Per Line x 13_ Lines to the Inch)		
1.1.2 Subsequent Insertion(s)		<u>\$0.325</u>
(Based on \$.025_ Per Line x 13_ Lines to the Inch)		
1.2 Display Advertising, Per Column Inch		
1.2.1 First Insertion		<u>\$0.325</u>
1.2.2 Subsequent Insertion(s)		<u>\$0.325</u>
1.3 Additional Discounts From Base Bid For:		
1.3.1 Camera-Ready Copy		0%
1.3.2 Computer Tape Format		0%
1.3.3 Floppy Disc Format		0%
1.3.4 E-mail		0%
1.4 Discount for Non-Legal Advertising in News Section		<u>30%</u>
1.5 Print Sizes	<u>Legal</u>	<u>Display (10 pt)</u>
1.5.1 Advertising Column Width	<u>6p8 pica</u>	<u>6p8 pica</u>
1.5.2 Number of Characters per Printed Line	<u>33</u>	13
1.5.3 Total Number of Characters per column Inch	<u>429</u>	<u>91</u>
1.6 Total Cost to Publish Excerpts Based on First Insertion Cost and Subsequent Insertion Cost(s).		
1.6.1 Exhibit 2 - Board Of Supervisors Minutes		
Weekly Publication	One (1) Insertion	<u>\$5.05 Per Insertion</u>
		<u>\$ N/A with % Discount</u>

- ## 1.7 Copy Pick-Up

- (NOTE: Hours stated are normal business hours of 8am - 5pm, Monday - Friday, excluding State holidays.)

With Notice one week No Notice same Warrant disk/Email 14 hours
(Monday @ 3:00pm)

- With Notice one week No Notice same

- With Notice 14 hours (Monday @ 3:00pm) No Notice same

- With Notice 2 weeks No Notice same

- With Notice 14 hours (Monday @ 3:00pm) No Notice same

- With Notice 14 hours (Monday @ 3:00pm) No Notice same

[Five (5) Complimentary Subscriptions, to be designated by Materials Management, plus, in addition, subscriptions to any County department submitting advertising. Complimentary Subscriptions to be provided at no additional charge.]

ARIZONA BUSINESS GAZETTE, PO BOX 194, 200 E. VAN BUREN STREET, PHOENIX, AZ 85004

1.8.1 Subscription Rate for all Others \$30.00 / Year

* Pick-up Location is at County Administration, Downtown Complex, Monday - Friday at 3:3pm. at the offices of the Clerk of the Board and the Clerk of the Court.

PRICING SHEET: S073105/B0601741/NIGP 91571

Terms:	NET 30
Vendor Number:	W000000501 X
Telephone Number:	602/444-7315
Fax Number:	602/444-7364
Contact Person:	Marilyn Greenwood
E-mail Address:	legal.advertising@pni.com
Company Web Site:	www.abgnews.com and azcentral.com
Certificates of Insurance	Required
Performance Bond Required	\$5,000.00
Contract Period:	To cover the period ending February 28, 2007.